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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 BOARDS OF TRUSTEES FOR THE OPERATING  
11 ENGINEERS HEALTH AND WELFARE TRUST  
FUND, PENSION TRUST FUND FOR  
12 OPERATING ENGINEERS, PENSIONED  
OPERATING ENGINEERS HEALTH AND  
13 WELFARE FUND, OPERATING ENGINEERS  
VACATION AND HOLIDAY TRUST  
14 FUND, NORTHERN CALIFORNIA  
PREAPPRENTICE, APPRENTICE AND  
15 JOURNEYMAN AFFIRMATIVE ACTION  
TRAINING FUND, OPERATING ENGINEERS  
16 CONTRACT ADMINISTRATION FUND FOR  
NORTHERN CALIFORNIA, OPERATING  
17 ENGINEERS INDUSTRY STABILIZATION  
TRUST FUND AND OPERATING ENGINEERS  
18 MARKET PRESERVATION TRUST FUND,

19 Plaintiffs,

20 v.

21 MORA CONSTRUCTION INC., a California  
corporation; and MARK C. MORA, an Individual,

22 Defendants.  
23

Case No. 3:06cv3641 WHA

STIPULATED JUDGMENT

DATE: none set

TIME:

COURTROOM: 9, 19th Floor

JUDGE: William H. Alsup

24  
25 Plaintiffs' having served a summons and their First Amended Complaint For Damages  
26 From Breach Of Collective Bargaining Agreement on Defendants on December 3 and 4, 2006,  
27 followed by service by mail, and Defendants' having failed to answer or otherwise respond, upon  
28 plaintiffs' application, on January 23, 2007, the Court entered Defendants' default herein.

Although Defendants are in default as to this action, Plaintiffs and Defendants have agreed on terms of a settlement of this action and other related claims. Pursuant to that Settlement Agreement, the parties have agreed to entry of the following judgment:

That defendants, Mora Construction, Inc., and Mark C. Mora, an individual, are jointly and severably liable to plaintiffs for the sum of \$171,944.02, consisting in \$118,938.75 for unpaid employer contributions (based on reported hours and payments for July 2005 through May 2007 and on a revised audit covering July 2003 through September 2006), \$64,586.27 for liquidated damages and interest (calculated to May 29, 2007), \$4,569.00 for costs, and \$23,850.00 for plaintiffs' attorney's fees, offset by a payment of \$40,000 credited in the Agreement;

That defendants, Mora Construction, Inc., and Mark C. Mora, an individual, shall be jointly and severably liable to plaintiffs for plaintiffs' post-settlement costs and attorney's fees incurred herein, as may be shown in any future proceedings in execution of this judgment;

That defendants, Mora Construction, Inc., and Mark C. Mora, an individual, shall be jointly and severably liable to plaintiffs for post-judgment interest at 12%/year (1%/mo.) and for plaintiffs' post-judgment costs and attorney's fees as may be incurred and shown in enforcing this Judgment; and

That the Court shall retain jurisdiction to enforce this Judgment.

IT IS SO STIPULATED.

DATED: 8-22-07, 2007.

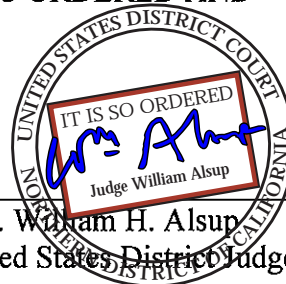
By: Wayne E. McBride  
Wayne E. McBride  
Collections Manager  
Operating Engineers Multi-Services Department  
For the Plaintiffs' Boards of Trustees for the Plaintiff  
Trust Funds

DATED: 8-28-, 2007.

By: Mark C. Mora  
Mark C. Mora, individually and  
as Chief Executive Office for  
Mora Construction, Inc., Defendants

1 THE PARTIES HAVING SO AGREED, IT IS SO ORDERED AND  
2 ADJUDGED.

3  
4 DATED: September 4, 2007



Hon. William H. Alsup  
United States District Judge

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